

UNIVERSITY OF NEVADA LAS VEGAS

Planning and Construction

4505 Maryland Parkway
Box 451027
Las Vegas, Nevada 89154

**INFORMAL RFP –
PROFESSIONAL SERVICES**

Project Name:
Project Number:
Date:

TYPE OF SERVICE:

Consultant Name:

Consultant type:

PROJECT MANAGER:

Phone: / **email:**

PROJECT SCOPE:

PROJECT SCHEDULE:

Design:

Construction:

DUE DATE:

The following section is to be completed by the selected consultant.

CURRENT WORK LOAD SCHEDULE - Based on your firm’s current work load, can your firm assign the appropriate staff to meet the project schedule? YES NO

FEE PROPOSAL: Please attach your fee proposal, including hourly rates and breakdown by phase along with the proposed team members and subconsultants. Reimbursable Expenses are limited to those incurred in the interest of the Project at net cost. Usual and customary expenses including office supplies, rent, utilities, general clerical, accounting, office support and secretarial services, local/long distance phone calls/faxes, local automobile travel, CAD services, and depreciation are not Reimbursable Expenses. The cost of all reproductions required for the execution of the project shall be deemed to be included in the Basic Services fee.

TERMS AND CONDITIONS: UNLV’s standard terms and conditions will apply. Any terms to the contrary contained in the proposal are void. Do not attach or incorporate by reference your standard terms and conditions. Any such terms are rejected and do not form a part of this Contract.

Upon issuance of the purchase order this informal RFP and the proposal become the Contract.

Consultant:

Signature/Principal

Date

Printed Name

Firm Name

Design Professional Consulting Services Terms and Conditions

The Consultant desiring to do business with the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the University of Nevada, Las Vegas (“**UNLV**”), must agree to all the below terms and conditions (the “**Contract**”). Consultant shall not provide any services and/or goods and UNLV shall owe no monies, unless and until a Purchase Order confirmation is sent to Consultant by UNLV in response to an accepted quote or proposal (“**Proposal**”), as applicable. In the event of a conflict between the terms and conditions set forth in this Contract and the terms and conditions set forth in the Proposal, the terms and conditions set forth in this Contract shall prevail. Any terms set forth in the Proposal, or ancillary documents provided by Consultant that are in conflict with the terms herein shall be null and void. No Proposal or any exhibits thereof provided by Consultant shall include any references to online or “click thru” terms, additional legal terms and conditions, or contracts except for this UNLV Contract and the Purchase Order, and to the extent that any of the foregoing are included, such terms and conditions and/or contract(s) shall be null and void. This Contract prevails over any conflicting standard terms and condition in UNLV’s Purchase Order.

1. **TERM:** The term shall be set forth in the Consultant Proposal, but shall not exceed one (1) year (“**Term**”). If not stated in Consultant’s Proposal, the Term is one (1) year.
2. **ADDITIONAL SERVICES/GOODS:** UNLV may, at its sole option, request additional goods or services. In the event that UNLV elects to request additional services from Consultant, additional scope, schedule, and compensation will be negotiated with Consultant. No extra work, additions, alterations, including changes in price will be paid by UNLV unless agreed to and performed pursuant to and in accordance with a written revision to the Purchase Order by UNLV.
3. **PRICES AND EXPENSES:** Unless expressly provided for in the Purchase Order or Proposal, all Consultant prices are inclusive of all expenses. All prices are in U.S. dollars. All prices set forth on the Proposal are fixed, and may not be increased for the Term.
4. **DELIVERY:** If this Contract includes the delivery of goods, delivery must be made within the time stated and only to the destination stated on the Proposal. If Consultant fails to deliver on time, UNLV reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified in the Proposal, or as revised in the applicable Purchase Order. All shipments of goods must be F.O.B. destination unless otherwise set forth in the applicable Purchase Order.
5. **INVOICE(S):** Provided Consultant is not in breach and the invoice is correct, all payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Consultant shall not be due any interest or penalty on any unpaid amounts. The Purchase Order number must be referenced on the invoices. Invoices should be submitted immediately after delivery, or performance, as applicable. UNLV may dispute payment by giving written notice (e-mail acceptable) to Consultant within thirty (30) days of invoice or completion of the Services.
6. **COMPLIANCE:** Each Consultant, SubConsultant and other person who provides labor, equipment, materials, supplies or services for the public work shall comply with the requirements of all applicable local, state and federal standards, codes, statutes and regulations all applicable local, state and federal standards, codes, statutes and regulations, including, without limitation, OSHA, EPA, ADA, HIPAA, and any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work and provide upon request, proof of compliance with the foregoing.
7. **TAXES, LICENSES AND PERMITS:** Consultant warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing and has all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes (“**NRS**”). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.
8. **BUSINESS LICENSE REQUIREMENT:** Consultant certifies that it has and shall maintain during the Term, a current Nevada business license or that it is exempt from such requirement.

9. **GOVERNING LAW:** The laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Consultant expressly consents to the jurisdiction of said court. Consultant and each SubConsultant must comply with the applicable requirements of Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338. To the extent a provision of this Contract is prohibited by NRS Chapter 338 or NAC Chapter 338, it is hereby deemed modified to the extent necessary to comply with the provisions of NRS Chapter 338 or NAC Chapter 338, as applicable. To the extent a provision is required to be inserted into this Contract by NRS Chapter 338 or NAC Chapter 338, it is deemed inserted.
10. **DISPUTE RESOLUTION:** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to initiation of judicial action. If a demand for mediation is made and the party receiving the demand fails to file for mediation within thirty (30) days, then both parties waive their rights to mediate. Any applicable statutes of limitation or repose, and any time limits imposed by this Section 13.7, shall be tolled from the time notice of any claim is given, until 30 days after mediation is concluded or waived in writing. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The prevailing party in an action to enforce the Contract is entitled to reasonable attorney's fees and costs. The prevailing party in an action to enforce the Contract is entitled to reasonable attorney's fees and costs.
11. **DEFAULT:** Either party may terminate this Contract if the other party fails to cure any material breach within seven (7) calendar days from receipt of written notice. On the effective date of the termination, Consultant shall terminate all work and take all reasonable actions to mitigate expenses, and Consultant shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies, or send UNLV a final invoice, as applicable. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.
12. **TERMINATION FOR CONVENIENCE:** UNLV shall have the right at any time to terminate this Contract, in whole or in part, for any reason including insufficient appropriations, by providing Consultant with ten (10) calendar days' written notice. Upon termination, Consultant shall submit a final invoice.
13. **ASSIGNS AND SUCCESSORS:** Consultant shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV.
14. **CONFIDENTIALITY:** Consultant acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Consultant acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.
15. **DEBARMENT/SUSPENSION STATUS:** Consultant certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Consultant agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term.
16. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the performance of work under this contract, the Consultant certifies and agrees not to discriminate against, or permit any SubConsultant to discriminate against, any employee or applicant for employment or person to whom it provides services because of race, creed, color, national origin, ethnicity, religion, sex, sexual orientation, gender, gender identity or expression, marital status, pregnancy, genetic information, veteran's status, or age physical or mental disability, or any other factor protected by anti-discrimination laws, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment

or recruitment advertising, layoff or termination , rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Consultant certifies that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Consultant or its SubConsultants are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Consultant in breach of this Contract and immediately terminate this Contract, and Consultant shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Consultant. The Consultant further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

- 17. OWNERSHIP OF MATERIALS:** By signing this Contract, Consultant acknowledges that any materials and/or data that may result from its efforts, as related to this Contract are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Except as otherwise explicitly provided in the Proposal, Consultant shall provide good title to any applicable reports, data, applications, website development, and/or work product of any kind (collectively, "**Deliverable(s)**"), and Consultant shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable Deliverable. Consultant warrants that it is either the owner of all methodologies used and/or Deliverables transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the services and/or transfer/license the Deliverables (as applicable). As applicable, Consultant acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States Code) and that, as between Consultant and UNLV, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of UNLV free from any claims by Consultant or anyone deriving rights through them. Consultant hereby grants, sells, assigns, and transfers unto UNLV, its successors, and assigns all and any of Consultant's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of UNLV. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Contract shall operate as an irrevocable assignment of all rights thereto to UNLV, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then Consultant grants to UNLV, its successors, and assigns, a perpetual, exclusive, royalty-free, license to use, copy, make and redistribute the Deliverable(s) throughout the universe.
- 18. AUDIT:** Consultant agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Consultant shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Consultant's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Consultant's premises and relevant records where required by legal processes or applicable laws or regulations.
- 19. WARRANTY** With reference to the Project, Consultant warrants as follows: (a) in the performance of services Consultant shall utilize Consultant's professional efforts, skill, judgment and abilities in accordance with the common law standard of care for Consultants and in a manner which is consistent with locally accepted standards for professional skill and care; (b) Consultant shall perform services with respect to the Project in compliance, to the best of Consultant's knowledge, information and belief, with applicable laws, regulations, codes and order of governmental bodies having jurisdiction; (c) Consultant shall specify usage of only suitable materials for the Project; and (d) the Project, if built in compliance with the design and Construction Drawings, will comply, to the best of Consultant's knowledge, information and belief with applicable laws, regulations, codes, ordinances and orders of governmental bodies. The Consultant represents to the Owner that the Consultant is financially solvent and possesses sufficient license, authority and personnel to complete the services

required hereunder. Consultant will correct those services not performed consistent with the foregoing standards without any additional compensation of any sort.

20. **PRICE WARRANTY:** Consultant warrants that the price(s) for the items, goods or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event Consultant reduces its price(s) for such items or services during the Term, Consultant agrees to reduce the price(s) hereof accordingly.
21. **HAZARDOUS MATERIALS (AS APPLICABLE)** “Hazardous Substance” means, hazardous substance as defined by applicable law. Supplier shall notify NSHE in writing prior to delivery of every article ordered or supplied under the Order or stored or used by Supplier on NSHE property that contains Hazardous Substances and provide the Material Safety Data sheets therefor. Hazardous substances shall be conspicuously labeled and properly handled and disposed of at all times, in accordance with Laws. NSHE shall be able to, at all times, inspect any Hazardous Substances introduced onto or intended to be introduced onto NSHE property by Supplier.
22. **FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES:** Consultant shall ensure that it has engaged sufficient personnel with the expertise required for the provision of services pursuant to this Contract or the Proposal. Consultant shall ensure that Consultant personnel providing the services (which shall include Consultant principals and SubConsultants) shall: i) report for work in a manner fit to do their job when providing services for UNLV or on UNLV owned, leased, or operated property (“Premises”) and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Consultant and are provided “as is” without any representations as to the condition, suitability for use, freedom from defect, or hazards.
23. **SUSTAINABILITY OF GOODS PROVIDED (AS APPLICABLE):** Sustainable goods and services should be offered whenever available or specifically when required in the Proposal. All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred).
24. **USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING:** Consultant acknowledges that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, “Marks”). Consultant agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract or the Proposal, without the prior written approval of UNLV.
25. **SEVERABILITY:** In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and this Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.
26. **WAIVER:** A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.
27. **HEADINGS:** The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.
28. **INDEPENDENT CONTRACTOR:** Consultant expressly agrees that Consultant's employees and/or SubConsultants shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Consultant shall be and remain an independent contractor,

and that nothing contained in this Contract shall be construed inconsistent with that status. Consultant covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

29. **NON-EXCLUSIVE:** This Contract is of a non-exclusive nature and both parties shall be free to enter into similar agreements with other parties.
30. **NOTICES:** Written notices required under this Contract shall be sent certified mail, return receipt requested, to: Director of Purchasing and Contracts, University of Nevada, Las Vegas, 4505 Maryland Parkway, Las Vegas NV 89154-1033.
31. **INDEMNIFICATION:** Consultant, shall indemnify, defend and hold harmless NSHE/UNLV, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Consultant or any of its officers, employees, agents, or SubConsultants, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Consultant shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct. To the extent Consultant is a design professional who is not a member of a design-build team, for the provision of services in connection with a public work, the design professional is not required to defend the public body with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional which are based upon or arising out of the professional services of the design professional. If the design professional is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs incurred by UNLV in defending the action, by the design professional in an amount proportionate to the liability of the design professional.
32. **OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE:** In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in any connection with this Contract.
33. **INSURANCE:** Unless specifically waived by UNLV in the Purchase Order, Consultant (which for the purposes of this Section shall include all SubConsultants) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, services, provision of goods or event, the insurance coverage conforming to the minimum requirements specified by UNLV Risk Management and Safety as set forth on <http://rms.unlv.edu/insurance-and-claims/insurance/contracts/>.
34. **IMMUNIZATIONS:** Except as otherwise provided below, to the extent this Contract requires Consultant, employees of Consultant, or any SubConsultant to perform any type of in-person work, including, but not limited to, the practice of medicine and health care, consulting, training, construction, maintenance, and vendor services, on property owned or leased in any capacity by the NSHE and/or UNLV, or at an event sponsored by NSHE or UNLV, any and all employees of Consultant or SubConsultant who will perform such in-person work must have completed a COVID-19 vaccination series before they will be permitted on the aforementioned property. By executing this Contract, Consultant represents and warrants that it is solely responsible for compliance with this provision and such compliance shall occur before any Consultant or SubConsultant employee covered by this provision enters NSHE or UNLV property. Failure to comply is a material breach of this Contract which, if not fully cured within thirty (30) days after UNLV's written notice of breach, entitles UNLV to exercise its termination rights and relieves UNLV of any payment obligation under the terms of this Contract. Failure to comply with this provision shall not be deemed a valid excuse or justification for Consultant to fail to timely complete the work specified herein. A "completed COVID-

19 vaccination series” is given the same meaning as in Title 2, Chapter 12, Section 4(C) of the NSHE Code. Within 72 hours of UNLV’s written request to Consultant, Consultant shall provide to UNLV records, acceptable to UNLV in its sole discretion, of a completed COVID-19 vaccination series for any and all employees of Consultant or SubConsultant performing such in-person work. Notwithstanding anything to the contrary contained above, the foregoing vaccination requirements shall not apply to any employee of Consultant working on a construction project which is not reasonably accessible to UNLV and/or NSHE employees or students, or members of the public, provided, however, that such employees shall comply with all directives of the Centers for Disease Control and Prevention, Occupational Health and Safety Administration, and the state of Nevada concerning COVID-19.